

## **The complaint**

Ms N complains about how Admiral Insurance (Gibraltar) Limited handled a claim made on her motor insurance policy. She was also unhappy that Admiral had breached her personal data.

## **What happened**

Ms N's car was damaged in an incident and Admiral took her car for repair. But Ms N was unhappy that Admiral left her car parked illegally outside her home, that it wouldn't replace her tyre sensors, that it left white marks on her mirror, that it didn't rectify blue and orange scrapes on her car, and that it incorrectly told her the claim had been closed. Ms N was also unhappy that her personal data had been passed to another company without her consent.

Admiral apologised for some points where it couldn't determine that it had made an error, and it said it would let Ms N use a garage of her choice to rectify the scrapes. But it said the tyre pressure issue wasn't accident or repair related. Admiral offered Ms N £400 in total compensation for the trouble and upset caused.

Our Investigator didn't recommend that the complaint should be upheld. He didn't consider the potential data breach as this had been passed to the Information Commissioner's Office (ICO). He thought Admiral had relied on expert evidence that the tyre sensors hadn't been affected by the accident or repairs. He thought it had reasonably offered that Ms N could use her own garage to rectify the scrapes, subject to it approving the costs. And he thought Admiral's offer of £400 compensation for its service failings was fair and reasonable.

Ms N remained unhappy that she hadn't been compensated for the data breach. She raised new issues about further damage to her car. As Ms N remained unhappy with the level of compensation offered, her complaint has come to me for a final decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ms N said the ICO has already responded to her complaint about a data breach. As our Investigator has already explained, I'm unable to consider that further here as it's already been considered. Ms N also raised further concerns about the repairs carried out on her car. But she will need to raise these first with Admiral and give it a chance to respond. So I can't consider these here.

But I can understand that Ms N felt frustrated with how her claim was handled by Admiral. And I can also see that this caused her trouble and upset. Ms N raised previous complaints with Admiral. But I haven't considered these here. I've looked at the concerns covered in its last response, what Admiral decided about the concerns raised by Ms N, how it has tried to put things right, and I've also considered the level of impact the errors had on Ms N.

Ms N was unhappy that when her car was returned to her following repairs, it was left parked illegally so she could have incurred a parking fine. Admiral accepted that this was an error, in the absence of evidence to the contrary and it apologised for this. Ms N didn't incur a fine,

and I can only consider actual rather than potential losses, and so I think an apology was sufficient redress.

Ms N said her tyre pressure warning light was illuminated. But Admiral said it hadn't worked on the tyres or wheels. I think it reasonably explained to Ms N that the warning light should alert her to a service issue that was unrelated to the claim. Ms N later explained that she thought this issue was caused by a prior repair to her car by another company. So I won't consider this point further.

Ms N said there were white marks left on the wing mirror which she had been able to wipe off. In the absence of other evidence, Admiral accepted that this was an error and it considered this in its award of compensation which I will discuss below.

Ms N said the car had been returned with blue and orange scrapes. Admiral had already agreed these could have been caused during recovery and it had agreed to polish them out, but this hadn't been done. Admiral offered for Ms N to provide an estimate for this repair for its authorisation, which I think puts things right for Ms N.

And Admiral agreed that it had sent Ms N an incorrect notification that her claim had been closed. I can understand that this must have been frustrating and stressful for her.

When a business makes mistakes, as Admiral accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

As I've explained above, I think Admiral has acted reasonably to restore Ms N's position. And I can see that Ms N has now taken her car to her local body shop for an estimate to polish out the scrapes, though I haven't seen the outcome.

In terms of impact, Admiral paid Ms N £400 compensation for the distress and inconvenience caused by its errors. I can see that Ms N considered that it should pay her £1,000 compensation. But I don't think this would be fair. I think £400 compensation is in keeping with our published guidance for the impact of repeated errors over several months that have caused upset and inconvenience. So I think Admiral's offer was fair and reasonable and I don't require it to increase this.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 18 November 2024.

Phillip Berechree  
**Ombudsman**